

# **EXHIBIT A**

**STATE OF TENNESSEE**  
**Circuit Court of Marion County**

AT JASPER

Michelle Powell  
 Plaintiff

v. Garden State Life Insurance Co. Commissioner of Insurance and Banking  
 Defendant

Civil Action

No. 19759  
 Summons

RECEIVED

MAR 12 2012

LIFE CLAIMS

To the above named Defendant(s):

You are hereby summoned and required to serve upon H. Graham Swafford, Jr.  
 plaintiff's attorney, whose address is 32 Courthouse Square, Jasper TN 37347  
 an answer to the complaint which is herewith served upon you within thirty(30) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Witness, Lonna Henderson  
 Evelyn Griffith, Clerk of said court, at office the 5 in March A.D.,  
 20 12.

Lonna Henderson  
 Evelyn Griffith, Clerk

By Sharon Castle  
 Deputy Clerk

No. 19759

STATE OF TENNESSEE

Michelle Powell

vs.

Garden State Life Insurance Co. Commissioner of Insurance and Banking for the State of Tennessee

SUMMONS  
 IN CIVIL ACTION

Issued the 5 day of March 2012

at 12:30 o'clock, P.M.

Lonna Henderson  
 Evelyn Griffith, Clerk  
Sharon Castle  
 Deputy Clerk

H. Graham Swafford, Jr.  
 Plaintiff's Attorney

Received this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, Deputy Sheriff.  
 (This summons is issued pursuant to Rule 4 of the Tennessee Rules of Civil Procedure.)

**RETURN ON SERVICE OF SUMMONS**

I hereby certify and return, that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I served this summons together with the complaint herein as follows: \_\_\_\_\_

Sheriff-Deputy Sheriff

IN THE CIRCUIT COURT OF MARION COUNTY, TENNESSEE  
TWELFTH JUDICIAL DISTRICT

Michelle Powell

*Plaintiff,*

vs.

Garden State Life Insurance Co.,  
Serve Commissioner of Insurance and Banking  
for the State of Tennessee  
*Defendant.*

CASE NO:

19759

2012 MAR 5 5:12:00

CLERK

COMPLAINT

Comes the Plaintiff Michelle Powell who would show:

RECEIVED

MAR 7 2 2012

LIFE CLAIMS

I.

The Plaintiff is the widow of Nevin Powell who passed away June 2, 2010 from lung cancer.

The Defendant Garden State Life Insurance Company is an insurance company that sells life insurance generating business and/or referrals on television.

FACTS

II.

1. On or about January 5, 2010 the Plaintiff and her deceased husband had a insurance policy which had been in place with the Provident Insurance Company in the face amount of \$ 100,000.00.
2. One evening while watching television the Plaintiff and her husband saw an advertisement for life Insurance from the Defendant which was offered an excellent rate
3. On December 6, 2009 the Plaintiff filed an application with Defendant for life insurance a copy of which is attached.

*Michelle Powell vs Garden State Life Insurance  
Case No.  
Under Complaint  
Page 1 of 4*

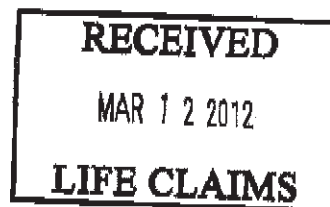
4. It is admitted the Plaintiff made an unintentional misstatement on question number ten, however the misstatement was clarified and/or corrected in question number fifteen. Simply stated an inquiry was made on the insurance application about heart disease and the unintentional mistaken response was no, however on question number fifteen when the question was restated the Plaintiff and her husband clearly and correctly answered properly. Any misstatement or mistake was unintentional, corrected and/or the Defendant was placed on adequate notice. There was no intentional misstatement.
5. The parties were a stable couple who had been married for over thirty one years. The deceased did not live a dangerous lifestyle.
6. There was no physical examination. On or about January 5, 2010 a life insurance policy was issued which included a life insurance policy insuring Nevin Powell in the amount of \$100,000.00 policy number 06515487.
7. Having secured additional coverage the Plaintiff and her husband then canceled the life insurance policy with the Provident Life Insurance Company which was in the same amount as the policy with Defendant.
8. On or about March 2010 Nevin Powell was diagnosed with cancer and passed away June, 2010.
9. Michelle Powell the widow of Nevin Powell is the beneficiary of life insurance policy # 06515487 insuring her husband in the face amount of one hundred thousand dollars (\$100,000).
10. The Plaintiff filed application for benefits pursuant to the life insurance policy. The Defendant has now refused payment on the grounds of misrepresentation.

#### LEGAL THEORY

The Plaintiff takes the position the law is clear:

T.C.A. 56-7-103 states clearly in whole:

Misrepresentation or warranty will not VOID POLICY - EXCEPTION - no written or oral misrepresentation or warranty made in the negotiations of a contract or policy of insurance, or in the application for contract or policy for insurance, by the insured or in the insured behalf shall be deemed material or defeat or void the policy or prevent its attaching, unless the misrepresentation or warranty is made with actual intent to deceive, or unless the matter represented increases the risk of loss.

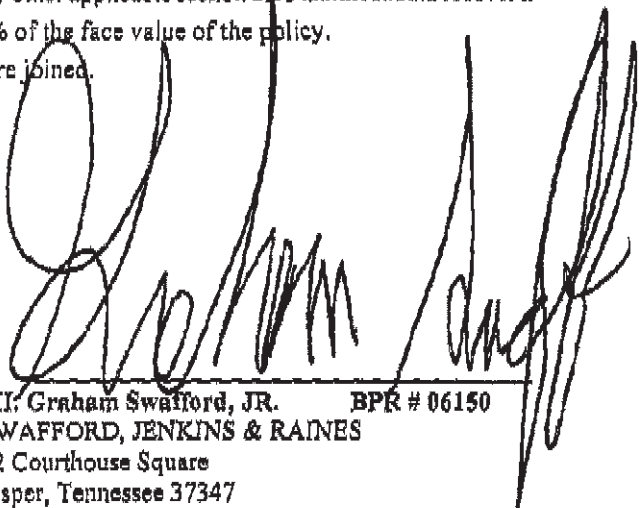


Plaintiff insists there was never an intentional misrepresentation. The Plaintiff takes the position that if in fact there had been a mistake on one of the questions the Defendant was in fact given notice of a pre-existing condition. The fact that the Plaintiff and her husband had insurance in place at the time the application in an identical amount establishes no fraudulent intent. The medical condition that caused Nevin Powell's death was not related to the inaccuracy on question ten (10) of the insurance application..

The failure of the Defendant to pay the Plaintiff is nothing more than a pretextual ruse to weasel out of their obligation. Plaintiff is entitled to bad faith penalty of an additional amount equal to twenty five (25) percent of the face value of the policy pursuant to T.C. A. 56-7-105 and or any other section.

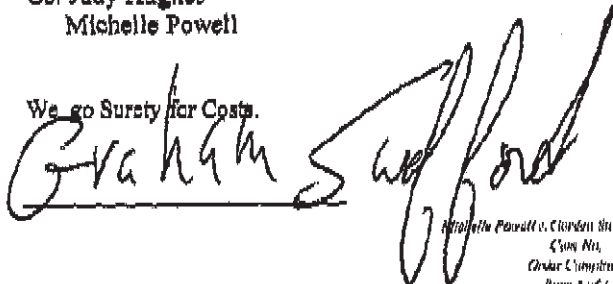
**PREMISES CONSIDERED PLAINTIFF PRAYS:**

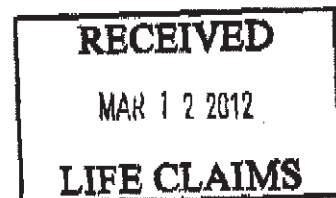
1. Process issue.
2. The Defendant should be served thru the Commissioner of Insurance and Banking for the State of Tennessee.
3. The Defendant should have a judgment in the amount of \$100,000.00 which represents the face value of the policy #06515487.
4. Pursuant to T.C.A. 56-7-105 and/or any other applicable section the Plaintiff should recover a bad faith penalty in the amount of 25% of the face value of the policy.
5. A jury is demanded when the issues are joined.
6. Grant such relief Plaintiff is entitled.

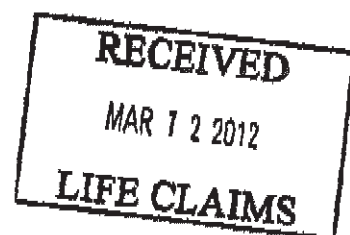
  
II: Graham Swafford, JR. BPR # 06150  
SWAFFORD, JENKINS & RAINES  
32 Courthouse Square  
Jasper, Tennessee 37347  
T: (423) 942-3168  
F: (423) 942-5931  
*Attorneys for the Plaintiff*

Original : Lonna Henderson  
Cc: Judy Hughes  
Michelle Powell

We go Surety for Costs.

  
*Michelle Powell v. Clenden Stone Life Insurance*  
Case No.  
Cause Complaint  
Page 1 of 4





*Michelle Russell vs. German-Swiss Life Insurance  
Class 101  
Order Complaint  
Page 4 of 4*

ated 12/11/2009 10.45.01

**IMPORTANT! We cannot process your application unless you answer all questions and sign below.**

10. Within the past 10 years, have you consulted a physician for, been diagnosed with, or received treatment for: stroke; TIA; Alzheimer's or other brain, mental or nervous system disorder; heart or circulatory system disease; blood disease (excluding a positive HIV test); cancer (excluding basal and squamous cell skin cancer); chronic kidney, liver, or lung disease (excluding asthma and bronchitis); alcoholism or alcohol or drug abuse?

Applicant 1: ☐ Yes ☒ No

Applicant 2: ☐ Yes ☒ No

11. Within the past 10 years, have you been hospitalized as an inpatient for: chest pain; blood pressure; diabetes; asthma; depression or other mental or nervous disorder; paralysis; seizure; anemia, or have you attempted suicide?

Applicant 1: ☐ Yes ☒ No

Applicant 2: ☐ Yes ☒ No

12. Within the past 5 years, have you been convicted of a felony; had a driver's license suspended or revoked; or been charged with 3 or more moving violations?

Applicant 1: ☐ Yes ☒ No

Applicant 2: ☐ Yes ☒ No

13. Have you been diagnosed by a person licensed as a medical doctor as having Acquired Immune Deficiency Syndrome (AIDS) or had positive test results for the AIDS virus?

Applicant 1: ☐ Yes ☒ No

Applicant 2: ☐ Yes ☒ No

14. Other than as in question 11, in the past 2 years, have you been: disabled or missed 10 or more consecutive days of work due to illness; hospitalized as an inpatient for 2 or more days; advised to have any treatment that has not been performed; or needed help with dressing, eating, walking, or breathing (including the use of oxygen)? If "yes", provide details (dates of treatment, test results, diagnoses, etc.):

Applicant 1: ☐ Yes ☒ No

Applicant 2: ☐ Yes ☒ No

Details: \_\_\_\_\_

Details: \_\_\_\_\_

MAR 12 2012

**LIFE CLAIMS**

15. Within the past 5 years, have you consulted a physician for, been diagnosed with or received treatment for: high blood pressure; diabetes; asthma; or chronic bronchitis? If "yes", provide details (dates of treatment, test results, diagnoses, medications, etc.):

Applicant 1: ☒ Yes ☐ No

Applicant 2: ☒ Yes ☐ No

Details: HTN, last dr visit 2008, controlled. 2 medications, exercise, diet.

Details: HTN, last dr visit 2009, controlled. 2 medications, exercise, diet.

I authorize any medical provider, hospital, clinic, pharmacy, pharmacy benefit manager, laboratory, and the Medical Information Bureau (MIB) to provide to Garden State Life Insurance Company (GSL) or its representative, information on medical advice or treatment provided to me including for Acquired Immune Deficiency Syndrome (AIDS) and Human Immunodeficiency Virus (HIV), for underwriting purposes. I understand that GSL may disclose such information to MIB, attorneys, and government agencies for purposes of underwriting, compliance, or in response to litigation or subpoena; after being disclosed, the recipient may redisclose it with less of protection by federal regulations; this authorization or a copy of it is valid for 24 months from the date below; I may refuse to sign this authorization which will affect my ability to obtain coverage, and I or my representative am entitled to a copy of this authorization and any information obtained under it. I may revoke this authorization, except if GSL has taken an action in reliance on it, by sending written notice to Garden State Life, P. O. Box 9100, League City, Texas 77574. I acknowledge receiving the Exchange of Information Notice and I have read the MIB Pre-Notification.

I have read the above questions and declare the answers are complete and true to the best of my knowledge and belief. I agree the answers will form a part of the policy. Subject to all conditions set forth in the policy, the insurance shall not be in force until this application has been approved by the company and the policy issued and delivered to me, and the first premium is paid while I am in the same health condition as described above.

Signature of Applicant 1: X Mahesh Rao

Date X 12/6/09

Signature of Applicant 2: X J. N. Smith

Date X 12/6/09

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties. (This notice does not apply to residents of OR or VA)

\*MA residents should not include tests (1) not licensed by the FDA, or (2) obtained at an anonymous test site.

GU040

**IMPORTANT: YOU MUST COMPLETE ALL QUESTIONS AND SIGN ABOVE.**

Questions? Call one of our Insurance Professionals at 1-800-763-4173 any weekday, 9 am to 7 pm Eastern time.

CS4189

**SETTLEMENT PROVISIONS**

Proceeds of this policy payable at the Insured's death will be paid in a single sum or by any method of settlement that may be arranged subject to Our agreement.

**GENERAL PROVISIONS**

**INCONTESTABILITY OF THE POLICY**-This policy will be incontestable after it has been in force during the Insured's lifetime for two years from the Policy Date, except for nonpayment of premiums. With regard to statements made in an application for reinstatement, this policy will be incontestable after it has been in force during the Insured's lifetime for two years from the date of reinstatement.

**AMOUNT PAYABLE IS LIMITED IN THE EVENT OF SUICIDE**-If the Insured dies by suicide, while sane or insane, within two years from the Policy Date, Our liability will be limited to the amount of the premiums paid.

**MISSTATEMENT OF AGE OR SEX IN THE APPLICATION**-If the Insured's Age or sex has been misstated, We will pay the amount of insurance that the premiums paid would have purchased had the Insured's Age and sex been correctly stated.

**THE CONTRACT CONSISTS OF THE POLICY AND THE APPLICATION**-We have issued this policy in consideration the application and payment of the premiums. A copy of the application is attached and is a part of this policy. The policy with the application make the entire contract. All statements made by or for the Insured will be considered representations and not warranties. We will not use any statement in defense of a claim unless it is made in the application and a copy of the application is attached to this policy when issued.

**WHEN COVERAGE BEGINS**-This policy shall not take effect until it has been delivered and the first premium is paid during the lifetime and continued insurability of the Insured.

**WHO IS AUTHORIZED TO MAKE CHANGES IN THE POLICY**-Only the President, a Vice president or the Secretary has the authority to bind Us or to make any change in this policy and then only in writing. No agent or person other than the above named officers has the authority to change or modify this Policy or waive any of its provisions.

**OWNER OF THE POLICY**-Before the Insured's death, only the Owner will be entitled to the rights granted by this policy. If the Owner is an individual and dies before the Insured, the rights of the Owner belong to the executor or administrator of the Owner's estate unless otherwise provided in this policy. If the Owner is a partnership, the rights belong to the partnership as it exists when a right is exercised.

**ASSIGNMENT OF THE POLICY**-We are not responsible for the adequacy of any assignment. However, when an assignment is filed with Us and recorded by Us at Our Administrative Office, the Owner's rights and those of any revocable Beneficiary will be subject to it. Any proceeds paid before We record an assignment will not be subject to that assignment.

**NO DIVIDENDS ARE PAYABLE**-This policy does not participate in Our profits or surplus.

**ADDITIONAL PROVISIONS**

**CONVERSION PRIVILEGE**-While this policy is in force and prior to the Conversion Privilege Expiry Date shown on the Policy Data page, this policy may be converted without proof that the Insured is insurable. The new policy will be issued:

1. for an amount not greater than the amount of this policy;
2. on a level premium nonparticipating whole life plan;
3. at Our published rates in effect on the Policy Date of the new policy;
4. at the Age of the Insured on the Policy Date of the new policy; and
5. for the premium class as shown on the Policy Data page of this policy.

The policy Date of the new policy will be the date to which premiums have been paid under this policy. However, the provisions of the new policy concerning suicide and incontestability will be measured from the Policy Date of this policy. The new policy may include a rider providing accidental death or waiver of premium benefits only if:

1. the benefit would be available at the Insured's attained age on the Policy Date of the new policy; and
2. the Insured provides proof of insurability satisfactory to Us.

RECEIVED

MAR 12 2012

LIFE CLAIMS





Law Offices of  
**SWAFFORD, JENKINS & RAINES**  
Att. Association of Attorneys  
32 Courthouse Square  
P.O. Box 457  
Jasper, Tennessee 37347-4530

☆ ☆ ☆  
190  
0292000650 MAR 07  
1123 MAILED FROM JASPER TN 37347

Judy Hughes  
Claims Consultant  
Garden State Life Insurance Company  
P.O. Box 696840  
San Antonio TX 78269-6840

782696840 8100



RECEIVED

MAR 12 2012  
8:10A

RECEIVED  
MAR 12 2012  
LIFE CLAIMS

ated 12/11/2009 10.45.01

# APPLICATION FOR BUDGET

1. Under the "Applicant 1" section, answer all questions on the front information in the right hand column under "Applicant 2". By signing this On The Sale Of Insurance located on the letter from Juniper. When finished,

2. Choose one of the following easy payment options: Your insurance will go into effect faster, your premium will always be paid on time and you'll save the cost of a stamp if you choose to pay automatically from your checking, savings, Visa or MasterCard. Premiums will not be charged to your account until you are approved for the life insurance policy you are applying for. Once approved, your policy will be mailed to you.

The Right  
Protection...  
at the Right  
Time!

A. ☐ Automatic monthly deductions from my checking or savings account. (Enclose a numbered deposit slip or voided check.)  
B. ☐ Charge monthly premiums to my ☐ Visa ☐ MasterCard  
C. ☒ Bill me. (Send no money now.)  
B9F-0204036

Authorization Signature (Required for Options A or B)  
CUSTOMER NUMBER: B9IQF2AF-WB07A

GARDEN STATE LIFE  
Insurance Company

## APPLICATION FOR LIFE INSURANCE

Home Office  
League City, TX 77579

### APPLICANT 1:

### APPLICANT 2:

1. Name: Ms. Michelle Powell  
Address: 535 Powell Rd.  
City: Whitwell State: TN Zip: 37397  
Home Phone: (423) 658-2103  
Work Phone: (423) 778-2100  
E-mail Address: 525346.kerolac@yahoo.com  
Date of Birth: 01/09/1951 ☒ Female ☐ Male  
Social Security Number: 409-92-6124  
Place of Birth: Whitwell, TN, U.S. Citizen: ☒ Yes ☐ No  
If 'No', Do You Have Permanent Resident Status: ☒ Yes ☐ No

1. Name: Al Glen Powell  
Address: Same  
City: Same State: Same Zip: Same  
Home Phone: ( )  
Work Phone: ( )  
E-mail Address: ( )  
Date of Birth: 02/11/1944 ☐ Female ☒ Male  
Social Security Number: 411-70-2284  
Place of Birth: Whitwell, TN, U.S. Citizen: ☒ Yes ☐ No  
If 'No', Do You Have Permanent Resident Status: ☒ Yes ☐ No

2. Plan: Term to Age 80 (7)  
Amount: ☐ \$250,000 ☐ \$150,000  
☐ \$50,000 ☒ Other: \$100,000  
Automatic Premium Loan Provision Requested? ☐ Yes ☒ No

2. Plan: Term to Age 80 (7)  
Amount: ☐ \$250,000 ☐ \$150,000  
☐ \$50,000 ☒ Other: \$100,000  
Automatic Premium Loan Provision Requested? ☐ Yes ☒ No

3. Type of tobacco product used in the last 12 months:  
☐ cigarettes ☐ cigars ☐ pipe ☐ chewing tobacco ☒ none

3. Type of tobacco product used in the last 12 months:  
☐ cigarettes ☐ cigars ☐ pipe ☐ chewing tobacco ☒ none

4. Height: 5 ft. 2 in. Weight: 180 lbs.

4. Height: 5 ft. 10 in. Weight: 170 lbs.

5. Marital Status: ☒ Married ☐ Divorced ☐ Separated  
☐ Single ☐ Widowed

5. Marital Status: ☒ Married ☐ Divorced ☐ Separated  
☐ Single ☐ Widowed

6. Income: ☐ Under \$10,000 ☐ \$10,000-\$24,999  
☒ \$25,000-\$49,999 ☐ \$50,000-\$99,999 ☐ \$100,000+

6. Income: ☐ Under \$10,000 ☒ \$10,000-\$24,999  
☐ \$25,000-\$49,999 ☐ \$50,000-\$99,999 ☐ \$100,000+

7. Occupation: Retired

7. Occupation: Retired

8. Beneficiary: Al Glen Powell  
Relationship: Spouse  
If no beneficiary survives you, or none is named, payment will be made to your estate.

8. Beneficiary: Michelle Powell  
Relationship: Spouse  
If no beneficiary survives you, or none is named, payment will be made to your estate.

9. Will this policy replace any existing life insurance or annuity?  
☒ Yes ☐ No If Yes, name of company to be replaced:  
Company: Provident  
Amount: 100,000

9. Will this policy replace any existing life insurance or annuity?  
☒ Yes ☐ No If Yes, name of company to be replaced:  
Company: Provident  
Amount: 100,000

GU040 PLEASE CONTINUE ON BACK AND SIGN APPLICATION

Check for use of Insurance Professionals at 1-800-763-4173 any weekday, 9 am to 7 pm Eastern time.

CS1139

ated 12/11/2009 10.48.01

# APPLICATION FOR BUDGET

1. Under the "Applicant 1" section, answer all questions on the front information in the right hand column under "Applicant 2". By signing this On The Sale Of Insurance located on the letter from Juniper. When finished,

2. Choose one of the following easy payment options: Your insurance will go into effect faster, your premiums will always be paid on time and you'll save the cost of a stamp if you choose to pay automatically from your checking, savings, Visa or MasterCard. Premiums will not be charged to your account until you are approved for the life insurance policy you are applying for. Once approved, your policy will be mailed to you.

The Right  
Protection...  
at the Right  
Time!

A. ☐ Automatic monthly deductions from my checking or savings account. (Enclose a numbered deposit slip or voided check.)  
B. ☐ Charge monthly premiums to my ☐ Visa ☐ MasterCard  
C. ☒ Bill me. (Send no money now.)  
B9F-0204036

GARDEN STATE LIFE  
Insurance Company

## APPLICATION FOR LIFE INSURANCE

Home Office  
League City, TX 77579

### APPLICANT 1:

### APPLICANT 2:

1. Name: Ms. Michelle Powell  
Address: 535 Powell Rd.  
City: Whitwell State: TN Zip: 37397  
Home Phone: (423) 658-2163  
Work Phone: (423) 778-2100  
E-mail Address: msmichellepowell@yahoo.com  
Date of Birth: 01/09/1951 ☒ Female ☐ Male  
Social Security Number: 409-92-6124  
Place of Birth: Whitwell, TN, U.S. Citizen: ☒ Yes ☐ No  
If 'No', Do You Have Permanent Resident Status: ☒ Yes ☐ No

1. Name: Al Glen Powell  
Address: Same  
City: Same State: Same Zip: Same  
Home Phone: ( )  
Work Phone: ( )  
E-mail Address: ( )  
Date of Birth: 01/11/1954 ☐ Female ☒ Male  
Social Security Number: 411-70-2284  
Place of Birth: Whitwell, TN, U.S. Citizen: ☒ Yes ☐ No  
If 'No', Do You Have Permanent Resident Status: ☒ Yes ☐ No

2. Plan: Term to Age 80 (7)  
Amount: ☐ \$250,000 ☐ \$150,000  
☐ \$50,000 ☒ Other: \$100,000  
Automatic Premium Loan Provision Requested? ☐ Yes ☒ No

2. Plan: Term to Age 80 (7)  
Amount: ☐ \$250,000 ☐ \$150,000  
☐ \$50,000 ☒ Other: \$100,000  
Automatic Premium Loan Provision Requested? ☐ Yes ☒ No

3. Type of tobacco product used in the last 12 months:  
☐ cigarettes ☐ cigars ☐ pipe ☐ chewing tobacco ☒ none

3. Type of tobacco product used in the last 12 months:  
☐ cigarettes ☐ cigars ☐ pipe ☐ chewing tobacco ☒ none

4. Height: 5 ft. 2 in. Weight: 180 lbs.

4. Height: 5 ft. 10 in. Weight: 180 lbs.

5. Marital Status: ☒ Married ☐ Divorced ☐ Separated  
☐ Single ☐ Widowed

5. Marital Status: ☒ Married ☐ Divorced ☐ Separated  
☐ Single ☐ Widowed

6. Income: ☐ Under \$10,000 ☐ \$10,000-\$24,999  
☒ \$25,000-\$49,999 ☐ \$50,000-\$99,999 ☐ \$100,000+

6. Income: ☐ Under \$10,000 ☐ \$10,000-\$24,999  
☒ \$25,000-\$49,999 ☐ \$50,000-\$99,999 ☐ \$100,000+

7. Occupation: Ret

7. Occupation: Retired

8. Beneficiary: Al Glen Powell  
Relationship: Spouse  
If no beneficiary survives you, or none is named, payment will be made to your estate.

8. Beneficiary: Michelle Powell  
Relationship: Spouse  
If no beneficiary survives you, or none is named, payment will be made to your estate.

9. Will this policy replace any existing life insurance or annuity?  
☒ Yes ☐ No If Yes, name of company to be replaced:  
Company: Provident  
Amount: 100,000

9. Will this policy replace any existing life insurance or annuity?  
☒ Yes ☐ No If Yes, name of company to be replaced:  
Company: Provident  
Amount: 100,000

GU040

PLEASE CONTINUE ON BACK AND SIGN APPLICATION

9 all  
SURE

CUSTOMER SERVICE: B9IQF2AY-WB07A

RECEIVED

LIFE CLAIMS

Insurance Professionals at 1-800-763-4173 any weekday, 9 am to 7 pm Eastern time. CS1306